

GRANDVIEW SHORES – STRATA PLAN KAS 3085

HOUSE RULES

Please ensure that all family members, guests and tenants are provided with a copy of these Rules and abide by them at all times

1. GENERAL

- a. **Quiet Hours:** From 11:00pm to 8:00am. All occupants shall avoid making noise and using musical instruments, radios, televisions and amplifiers in such a manner as may disturb other occupants.
- b. **Roof Deck:** The roof deck will be closed between the hours of 11:00pm and 8:00am.
- c. **Fire Pit:** The fire pit is closed at 11:00pm.
- d. **Pool Open:** May 15th - September 15th
- e. **Hot Tub Open:** May 15th – October 15th

Hours of Operation

8:00am – 10:00pm	Pool & Hot Tub – All AGES
10:00pm – 11:00pm	Pool & Hot Tub – 16+ YEARS ONLY
11:00pm – 8:00am	Pool & Hot Tub CLOSED

Refer to the Pool and Hot Tub Rules in section 6 of this document for further information

2. COMMON PROPERTY

- a. Furniture and equipment on the Common Property has been provided for safety, comfort and convenience of all owners and their guests. They shall not be altered, removed or transferred to other areas without approval from Strata Council.
- b. The games room at the 3rd floor elevator lobby is open from 10:00am to 10:00pm; exercise room at the 2nd floor elevator lobby is open from 7:00am to 10:00pm. Please do not use before or after this time and use respect with noise levels for adjacent units.
- c. Young children must be supervised at all times particularly on the dock, beach and in the pool area.
- d. Pool and beach users must shower and dry off before entering the lobby area. All owners and guests must shower when coming from the beach to the pool area to limit the ingress of sand to the pool and deck.
- e. No golf shoes or other cleated sports shoes may be worn on Common Property.
- f. Skateboards, roller blades and similar items shall not be used on any part of the Common Property.
- g. Headsets or earphones must be used when playing radios, cassettes and CD players while on Common Property.
- h. There shall be no ball playing, Frisbee throwing or similar activities allowed in the inner courtyard. On other Common Property areas no ball or similar game shall be allowed to interfere with the enjoyment of other lot owners or guests.
- i. There will be no shooting off fireworks of any type at any time from or around the building or Common Property.
- j. If any keys for an apartment, vehicle or other personal property are entrusted to Strata Council or Management, the acceptance of the key shall be the sole risk of the entrusting party and the Strata Corporation shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting from the holding of the keys.
- k. The Strata Corporation will retain a passkey to each apartment. If owners change or add to the lock on the apartment a key will be provided to Strata Council or Management.

3. DECKS and BALCONIES

- a. For fire safety and the comfort of all owners no hibachi, cooker or similar open fire device shall be used on the decks. Propane barbeques are permitted.
- b. Decorative holiday lighting may be temporarily added to deck railings during the period December 1 to January 8 only. Blinking or twinkling lights are specifically prohibited.
- c. The watering of planters shall be accomplished in such a manner as not to create a nuisance to persons residing in adjacent or lower apartments.
- d. No garments or towels shall be hung from the deck railings.

4. MARINA

- a. All boat owners will sign the liability waiver and submit to the Strata Corporation.
- b. All powerboats must be operated in a safe and courteous manner.
- c. No servicing of boats is allowed on the docks or any other part of the Common Property.
- d. Boats shall not approach the docks at a speed greater than 8 km/h
- e. No boats shall enter the marked off swimming area.
- f. Owner's annual Sub-License Fee for the 2015 season will be **\$250.00** per slip, payable in accordance with the attached Payment Schedule. The Sub-License Fee will be payable July 1, 2019.

5. PARKING

- a. Parking is for owners, their families, tenants and guests only.
- b. No major repairs to motor vehicles is permitted on the premises
- c. All vehicles parked or stored on the Common Property shall be properly licensed and insured. Any owner, tenant or guest may be required to present proof of current licensing and insurance upon request of the Strata Corporation or Management and failure to comply may result in the Strata Corporation having the vehicle removed from the Common Property at the owner's expense.
- d. Any owner who leaves a vehicle for one week or more must make a key available to the Strata Corporation and, in the case of an emergency maintenance problem, permit the vehicle to be stored in an area designated by the Strata Council or Management.
- e. Visitor Parking is for "Visitors of Owners." All visitors must display the assigned 72 hour maximum parking clearly in their vehicle. Unmarked Vehicles may be towed.

6. PETS

- a. No pets of any sort are allowed at Grandview Shores.

7. POOL & HOT TUB

NO LIFEGUARD ON DUTY

- a. Young children must be accompanied by a responsible person over 14 years of age at all times.
- b. No child still requiring a diaper is allowed in the hot tub
- c. Children requiring diapers must have specific swim diapers on when using the pool.
- d. NO glass allowed on the pool deck
- e. NO food to be consumed in the vicinity (deck area) of pool & hot tub
- f. All owners & guests to shower prior to using pool & hot tub
- g. Maximum 10 people permitted in the hot tub at any one time
- h. No diving into the pool
- i. Users of the hot tub do so at their own risk, and should be aware of the risk of heat combined with alcohol, medication, or illness / elderly individuals
- j. No running on the pool deck.

**GRANDVIEW SHORES
STRATA PLAN KAS 3085
Revised per May 22, 2010 AGM
POOL & HOT TUB RULES**

NO LIFEGUARD ON DUTY

1. Young children must be accompanied by a responsible person over 14 years of age at all times
2. No child still requiring a diaper is allowed in the hot tub
3. Children requiring diapers must have specific swim diapers on when using the pool
4. NO glass allowed on the pool deck
5. NO food to be consumed in the vicinity (deck area) of pool & hot tub
6. All owners & guests to shower prior to using pool & hot tub
7. Maximum 10 people permitted in the hot tub at any one time
8. No diving in the pool
9. Users of the hot tub do so at their own risk, and should be aware of the risk of heat combined with alcohol, medication, or illness / elderly individuals.
10. No running on the pool deck
11. Pool and Hot Tub hours: Summer hrs (Victoria Day weekend through Thanksgiving weekend)

8:00 am-10:00pm Pool & Hot Tub – All

9:00 pm-11:00pm Pool & Hot Tub - 16 yrs +

11:00 pm-1:00am Hot Tub only - 16 yrs +
Adult quiet time

KAMLOOPS LAND TITLE OFFICE

Jun-29-2020 15:02:42.001

CA8272296

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 14 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Jacob
Mohandas
Brown 4LFXHB

Digitally signed by Jacob
Mohandas Brown 4LFXHB
Date: 2020.06.29 14:35:06
-07'00'

1. CONTACT: (Name, address, phone number)

PACIFIC QUORUM (OKANAGAN) PROPERTIES INC.

Ph: 250.868.3383

1979 BREDIN ROAD

KELOWNA BC

BC V1Y 8T2

Document Fees: \$29.95

Deduct LTSA Fees? Yes ☒

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

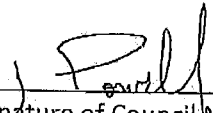
NO PID NMBR THE OWNERS, STRATA PLAN KAS3085Related Plan Number: **KAS3085**

Strata Property Act
Form 1
AMENDMENTS TO BYLAWS
(Section 128)

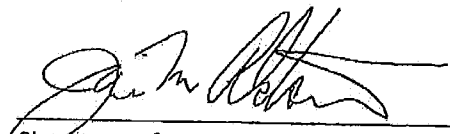
The Owners, Strata Plan KAS 3085 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at a general meeting held on *June 1, 2020*.

RESOLUTION:

BE IT RESOLVED THAT by ¾ vote resolution of The Owners, Strata Plan KAS 3085, that all previously registered bylaws be repealed and replaced with the following Consolidated Bylaws (Attached). For clarity, the Consolidated Bylaws completely replace all of Part 5 of the Condominium Act and the Schedule of Standard Bylaws as contemplated by section 120 of the Strata Property Act.



Signature of Council Member



Signature of Council Member

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

STRATA PLAN KAS 3085

GRANDVIEW SHORES – BYLAWS

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Late Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. You may pay fees by means of a series of post-dated cheques, which should be made payable to the current strata management company in trust for Strata Plan KAS 3085. Please ensure that your unit number is indicated on the cheque to ensure proper identification and credit.

If an owner is late in paying his or her strata fees, the owner must pay to the Strata Corporation, interest on the late payment, in the amount of 10% per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

- (2) Notwithstanding any provision of the Strata Property Act, the Strata Corporation may proceed under the Small Claims Act of BC against an Owner or other person, to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution passed by a ¾ vote.
- (3) All owners, tenants, occupants are subjected to the "Strata Property Act" – Strata Property Regulation Part 7 – Maximum Fines 7.1 (1), (2) & (3).

Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for the repair and maintenance that is the responsibility of the Strata Corporation under these rules and bylaws.
- (2) An owner who has the use of limited common property (LCP) must repair and maintain it; except for the repair and maintenance that is the responsibility of the strata corporation under these rules and bylaws.

Use of Common property and Strata Lots

- 3 (1) Owners, tenants, occupants or visitors shall not use a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy common property, common assets or another strata lot,
 - (d) is illegal or injurious to the reputation of the strata lot, the Strata Corporation or the common property, or
 - (e) is contrary to the purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) Owners, tenants, occupants or visitors must not cause damage, other than reasonable wear and tear to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) Owners, tenants, occupants or visitors shall not use or permit the use of their strata lot other than as a single family residence.
- (4) Owners, tenants, occupants or visitors shall not permit their strata lot to be used for commercial or professional purposes without written permission of Strata council. Written permission may be revoked at any time, but not withheld unreasonably, if deemed by the Strata council not to be in the best interest of the Strata Corporation.

- (5) Owners, tenants, occupants or visitors shall not permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns, and shall not place chairs, tables or other objects on the lawns, so as to prevent growth or to interfere with the repair and maintenance of the grounds.
- (6) Owners, tenants, occupants or visitors shall not remove or add any plants to the landscaped areas without the prior written permission of the Strata Council other than as allowed under policies on garden areas established from time to time. Any requests or concerns regarding landscaping and gardens must be in writing to the Strata Council. Strata Council will liaise with the landscaping contractor on matters of landscaping and gardens. As a general rule, owners, tenants and occupants must restrict any personal gardens/flowers to containers and are wholly responsible for the maintenance of these plants and containers. Any proposed major changes to the landscaping of common property or limited common property will require approval by a ¾ vote resolution passed at an annual or special general meeting.
- (7) Decks and patios are not to be used for storage.
- (8) **Strata Lot Unit Rental**
 - (1) Subject to the provisions of this bylaw, an owner is permitted to rent the owner's strata lot unit to one or more tenants.
 - (2) An owner renting the owner's strata lot unit shall deliver a completed and signed Grandview Shores Unit Rental Form, which is attached to this bylaw, to the strata property manager, at least two days prior to the move-in date of each rental tenancy. The completed Grandview Shores Unit Rental Form may be transmitted to the strata property manager in electronic form by email.
 - (3) Failure by an owner renting the owner's strata lot unit to deliver a completed Grandview Shores Unit Rental Form to the strata property manager as stipulated in paragraph (2) of this bylaw shall be sufficient cause for the Strata Corporation to automatically levy a \$200 fine to an owner every 7 day period under a rental tenancy for which an owner has failed to deliver a completed Grandview Shores Unit Rental Form to the strata property manager.
 - (4) The maximum number of tenants (adults and children) permitted at any time to occupy a strata lot unit under a rental tenancy is as follows:
 - (a) For a two bedroom strata lot unit – 7 tenants;
 - (b) For a three bedroom strata lot unit – 9 tenants; and
 - (c) For a four bedroom strata lot unit – 11 tenants.
 - (5) Failure by an owner to ensure the maximum number of tenants (adults and children) occupying a strata lot unit under a rental tenancy is not exceeded at any time as stipulated in paragraph (4) of this bylaw shall be sufficient cause for the Strata Corporation to automatically levy a \$200 fine to an owner for every 7 day period under a rental tenancy during which an owner has allowed the number of tenants to exceed the maximum number of tenants permitted.
 - (6) An owner shall ensure that tenants under a rental tenancy are provided with a copy of the Strata Corporation's Bylaws and House Rules. Failure by an owner to provide a copy of the Bylaws and House Rules to tenants as required in this paragraph shall be sufficient cause for the Strata Corporation to automatically levy a \$200 fine to an owner for every 7 day period under a rental tenancy for which an owner has failed to deliver the Bylaws and House Rules to the tenants.
 - (7) The Strata Corporation's property manager shall maintain a list of strata lot units with rental tenancies as permitted under this bylaw and shall maintain a registry of all completed Grandview Shores Unit Rental Forms.

Hazards to Buildings

- 4 (1) Fire hazards must be minimized and smoke detectors and fire alarms are not to be tampered with. No item shall be brought into or stored in a strata lot or the common property, which will in any way increase or tend to increase the risk of fire or the premium rate of fire insurance (or any other insurance held by the Strata Corporation).

- (2) No Flammable substances shall be stored on/or in any common property other than for barbeque use on decks or balconies.
- (3) No substance, especially burning material such as cigarettes or matches shall be thrown or permitted to fall from any window, door or balcony or any other strata lot or common property.
- (4) Smoking of any type, kind or derivative of tobacco products, cannabis products, e-cigarettes, or vapor products is not permitted on any common property of the Strata Corporation, including on exterior hallways and balconies/decks or patios designated as limited common property. In addition, smokers shall comply with the provisions of the *Tobacco Control Act and Regulation (BC)*, which directs that the smoker must remain a minimum of six (6) meters from the doorways, windows or air intakes.
- (5) Notwithstanding any other bylaw or rule of the Strata Corporation and despite any legalization or decriminalization, marijuana production within a condominium development has the potential to cause disturbing odors, mould proliferation and/or other risks and insurability concerns. Therefore, cultivation (growing) of marijuana plants, and/or processing or production of marijuana products is prohibited within the bounds of the strata plan, except that:
 - (1) Legally permissible, small scale preparation of marijuana for personal use or consumption by a resident is permitted, provided that no marijuana plants are cultivated (grown) within the strata plan and provided that preparation does not cause damage to property, insurable risk or any disturbance whatsoever. It is the responsibility of the residents to ensure that such issues are strictly avoided.

Docks

5 Marina:

Definitions:

"Marina" means a dock with moorage for small boats and includes the breakwater, the entry pier from the locked gate, the main piers and the finger piers.

"Boat Slip" means a docking place for a boat alongside the main pier or a finger pier.

"Main Pier" means a floating platform extending over water and supported by piles or pillars, used to secure, protect, and provide access to boats.

"Finger Pier" means a small narrow pier which projects from a larger pier.

- (1) Boat slips are for the use of the designated unit owners or tenants. No boat slip may be used by a non-resident.
- (2) The gate to the marina must be kept locked at all times.
- (3) All owners are required to sign a Sub-License Agreement with the Strata Corporation. This agreement is for a one year term and renewed yearly with the user fees which are due and payable upon renewal. Owners who fail to sign a Sub-License Agreement, at the discretion of the Strata Council, could have their boat slip reallocated to another owner.
- (4) The maximum length of watercraft that is allowed to be moored in the marina is 26 feet. The length is measured from the bow to the farthest aft point on the hull, excluding any appurtenances, such as swim platforms.
- (5) Modifications, additions and repairs to the Marina
 - (a) Sub-Licensees shall not construct, install, or affix any lockers, chests, cabinets, or similar structures to any main pier or finger pier.
 - (b) The Sub-Licensees may make minor modifications and additions providing that the Sub-licensee has obtained prior written approval from the Strata Council after submitting a written detailed plan and scaled drawing of the proposed plan. Minor modifications and additions include, but are not limited to: steps, ladders, fender boards/fender board extensions, whips, cleats, boat lifts not bolted or welded to the main pier.

- (c) Major modifications and additions may only be made after the Sub-Licensee has submitted a written detail plan and scaled drawing of the proposal, and the proposal is approved by a ¾ vote at an AGM or SGM. Major modifications and additions include, but are not limited to: boat lifts bolted or welded to the main pier or finger pier(s), additional piles, additional finger piers, and structures that impede movement within the marina area.
- (d) All modifications, additions and repairs shall be in good taste, made of material matching the existing marina materials and design criteria, and must be completed to the same standard and specifications(s). All modifications attached to the aluminum structure of the marina must be attached in the same manner as the original finger piers via welded structural attachments. The modifications may not affect or decrease the structural integrity of the marina. Modifications and additions shall not be installed which affect or hinder the hinged joints of the main pier sections or impede the flexibility of the main pier and attached finger piers. Further, all said modifications and additions must add to the safety, integrity, or value of the marina.
- (e) Structural modifications, additions and repairs that require welding or bolting to the main pier, or existing and / or new finger pier structure must be completed by a qualified individual or company that can provide the following:
 - (i) Written proof of liability insurance policy with a minimum of two million dollars.
 - (ii) Written proof of WCB for all employees working at the Strata Property.
 - (iii) Written proof of certified trades for welding, electrical, etc.
 - (iv) A company letter or certificate that provides a minimum of 10 years warranty covering any faulty material or manufacture relating to the modification, addition or repair.
- (f) Where applicable any repair, modification or addition that may affect the adjoining Sub-Licensee must have the written consent of said Sub-Licensee.
- (g) Additional finger piers shall be centered in the space provided so that each slip is affected equally.
- (h) Modifications, additions and repairs, unless portable to the point it can be removed without altering, damaging or causing repairs to the marina, will become the property of the Strata Corporation.
- (i) All modifications and additions which require electrical power consumption shall be paid by the Sub-Licensees and the determined cost will be calculated at the time of application. If circumstances change, the Strata Council may decide to decrease or increase this charge.
- (j) Any expenses incurred by the Strata Corporation to remove any damaged structure(s) and / or modifications(s) or expenses incurred by the Strata Corporation resulting from damage to Marina property caused by a structure(s) or modification(s) added by a Sub-Licensee will be charged to the Sub-Licensee.
- (k) Sub-Licensee(s) will have 30 days from notice of violation from Strata Council to remove all unauthorized modifications or additions; if not completed in the allotted time frame to bear the cost of such removal.

Pet Restrictions

- 6 (1) No pets of any sort are allowed.

Exterior Appearance

- 7 (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior written approval by the Strata Council.
- (2) No awning, shade screen, smoke stack, satellite dish, flag pole, radio or television antenna shall be hung from and/or attached to the exterior of the strata lot, without prior written permission by the Strata Council.
- (3) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, decks, patios or other parts of the strata lot so they are visible from the outside.

- (4) No enclosures of limited common property or other structural alterations to the exterior of the strata lot shall be made. No exterior alterations to wiring, plumbing, piping, or other services shall be made, either on the strata lot or the common property. Interior alterations to wiring, plumbing, piping or other services may be made providing they comply with all building codes and do not affect any other strata lot. Prior written approval of the Strata Council is required before any alterations can be made and Municipal and Provincial permits for wiring and plumbing must be obtained prior to any alterations.

Vehicles and Parking

- 8
 - (1) Designated parking for owners, tenants, occupants is within their allocated parking stalls.
 - (2) Vehicle speed is restricted to 5kph within the boundaries of the common property.
 - (3) Cars shall be washed only in such a manner as will not cause a nuisance or danger to other residents.
 - (4) Owners, tenants, occupants or visitors shall not perform any mechanical repairs to motor vehicles in his/her assigned parking area or on the common property other than routine vehicle checks and repairs of a minor nature.
 - (5) Owners, tenants, occupants or visitors shall not allow vehicles in their care to leak any fuels or other liquids which will cause damage to the common property. An owner shall be liable for any costs incurred for clean up or damage due to such spillage.
 - (6) The council may, from time to time, prescribe Rules related to the use of vehicles, driveways, interior roadways and designated parking areas.
 - (7) Any vehicle found to be parked in contravention of the Rules and the Bylaws will be subject to impoundment without warning and at the sole expense of the owner of the vehicle.

Security, Access Monitoring & Video Surveillance

- 9
 - (1) Owners, tenants, occupants and employees of the Strata Corporation must ensure when entering and exiting the building that all locked entranceways are securely closed after use.
 - (2) The Owners authorize the Strata Corporation to install and operate a cloud-based security system solely for the purposes of the safety and security of owners, tenants and occupants of the Strata Corporation and the protection of common property and assets.
 - (3) The Strata Corporation shall be responsible to maintain the computerized records for the cloud-based security systems in secure locations to prevent unauthorized access to the records and to protect the personal information collected by the cloud-based security system.
 - (4) The privacy officer shall be responsible to address all requests for access to the records of the cloud-based security system in accordance with the provisions of the *Personal Information and Privacy Act* ("PIPA").

Cameras

- (5) The cloud-based camera system is a surveillance system with cameras that are motion-activated and operate 24 hours a day and 7 days a week.
- (6) The cameras will be in operation in the following public areas: in the underground parkade and the courtyard area, entrances and main floor lobbies. There may be cameras on all floor main lobbies in the future.
- (7) The owners authorize the Strata Corporation to install additional cloud-based cameras as the council, in its discretion, considers necessary to meet the objectives of safety and security of the Strata Corporation and its residents.
- (8) The Strata Corporation will install signs at entrances to areas under surveillance warning that the area is monitored by video surveillance.
- (9) Cameras shall be positioned to only record areas within the boundaries of the Strata Corporation's lands and shall not capture images through a window of any building, the pool area or any strata lot.

- (10) Only agents and/or employees and/or one Board member authorized by Council shall be permitted to view the security footage and only after the privacy officer has authorized it in writing. The purpose for viewing the security footage should be included in the Board authorization.
- (11) The security footage shall only be accessed in the event of a breach of safety or security, including property damage chargebacks and insurance claims. Two authorized agents / employees or Board members must be present at all times during viewing of the security footage.
- (12) Security footage stored on the cloud will vary from season to season as the cameras are motion-censored.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 10 The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance, that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size

- 11 (1) The council must have at least 3 and not more than 7 members.
- (2) In addition to those persons eligible to be council members pursuant to section 28(1) of the Act, the following people are also eligible to be council members:
 - (a) a person who is a spouse of an owner may be a council member, but only if such person's spouse who is an owner is not a council member, and only if such person's spouse who is an owner provides the Strata Corporation with written consent consenting to such owner's spouse being a council member; and

- (b) a person who is an adult child of an owner over the age of 25 years old may be a council member, but only if an owner provides the Strata Corporation with written consent consenting to such owner's child being a council member.
- (3) No more than one person per strata lot may serve on the strata council at any given time. If more than one eligible person seeks election to council with respect to a single strata lot, only the eligible person with the largest number of votes shall be elected, with a tie determined by run-off election.

Council members' terms

- 12
 - (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
 - (2) A person whose term as council member is ending is eligible for re-election.

Removing council member

- 13
 - (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
 - (2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
 - (3) No person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Act.

Replacing council member

- 14
 - (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
 - (2) A replacement council member may be appointed from any person eligible to sit on the council.
 - (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
 - (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 15
 - (1) At the first meeting of the council, held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a President, a Vice President, Treasurer and a Secretary.
 - (2) A person may hold more than one office at a time, other than the offices of President and Vice President.
 - (3) The Vice President has the powers and duties of the president;
 - (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term, if the President ceases to hold office.
 - (4) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 16
 - (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice must be in writing, including communication by electronic means.
 - (3) A council meeting may be held on less than one week's notice if:
 - (a) all council members consent in advance of the meeting, or

- (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Request for a Council Hearing

- 17 (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Council Meeting.
- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

Quorum of council

- 18 (1) A quorum of the council is three members.
- (2) Council members must be present in person at the council meeting to be counted in establishing a quorum.

Council meetings

- 19 (1) At the option of the council, council meetings may be held by electronic means.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 20 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 21 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 22 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).

- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule
 - (b) whether a person should be fined and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 23 (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets, if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) The Strata Council shall not, except in emergencies, authorize without a Special Resolution of the Strata Corporation, an expenditure exceeding \$5,000.00, which was not set out in the annual budget and approved by the owners at a General Meeting.
- (4) Quotes for projects less than \$2,000.00 (total) may be received verbally. Quotes for projects over \$2,000.00 must be in writing. A minimum of two quotes must be considered and approved by Majority Vote of Council.

Limitation on liability of council member

- 24 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

- 25 (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
- (2) Each owner and tenant is responsible for payment, without invoice, of any money (other than Strata Fees, but including Special Levies) owing to the Strata Corporation as provided for in the Act or these Bylaws, and if the owners or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the Owners or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00 and if such default continues for a further 15 days, an additional fine of \$50.00 will be levied against and paid by the Owners or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$50.00 will be levied against and paid by the Owners or tenant.
- (3) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these bylaws, as they may be amended from time to time, or any Rule which may be established from time to time by the Council pursuant to the Act or these Bylaws, shall become part of the assessment of the Owners responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as separate component of such assessment and the Strata Corporation may not register a lien

against such separate component.

Continuing contravention

- 26 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

Person to chair meeting

- 27 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 28 (1) Only Owners, their proxies or a Strata Property Manager contracted to the Strata Corporation, may attend Annual and Special General Meetings.

Voting

- 29 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting, a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution, if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of Council or any other vote must be held by secret ballot or poll, if a motion for a secret ballot is made by an eligible voter, seconded and carried.
- (7) An Owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

Quorum for Annual or Special General Meeting

- 30 (1) Business must not be conducted at an annual or special general meeting unless a quorum is present.
- (2) Subject to the bylaws, a quorum is:
- (a) eligible voters holding 1/3 of the Strata Corporation's votes, present in person or by proxy,
 - (b) if no quorum is present at the annual or special general meeting within ½ hour from its start, then the eligible voters present in person or proxy constitute a quorum.

Order of business

- 31 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;

- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the previously prepared and distributed budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 – Insurance

The Strata Corporation

- 32 (1) shall maintain insurance for buildings, common facilities and any insurable improvements owned by the Strata Corporation to their replacement value, against fire and against other perils as are usually the subject of insurance in respect to similar properties and
- (2) shall obtain and maintain insurance against other perils, including general liability in the minimum amount \$2,000,000.00.

The Owners

- (1) Shall obtain and maintain insurance for loss or damage to their strata lots against fire and other perils in excess of insurance by the Strata Corporation.
- (2) Shall obtain and maintain insurance for damage to their strata lots in excess of insurance on the improvements by the Strata Corporation.

Division 7 – Voluntary Dispute Resolution

Voluntary dispute resolution

- 33 (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 8 – Marketing Activities by Owner Developer

Display lot

- (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.